
Firm-Fixed Price Contract

SAMPLE

(Please read thoroughly and have attorney edit text appropriately.)

THIS AGREEMENT, made as of this the ____ day of _____, 2001 by and between the Town Council of the Town of Americana, hereinafter referred to as the Owner, and ABC Administration, hereinafter referred to as the Administrator.

WHEREAS, the Owner intends on applying for and receiving a Community Focus Fund Grant from the Community Development Block Grant Program, administered by the Indiana Department of Commerce, in an amount of \$500,000.00 for the purpose of _____, and

WHEREAS, the aforementioned Community Focus Fund Grant includes funds budgeted to cover environmental review costs, labor standards costs and general administration costs related with the implementation of the grant program, and

WHEREAS, the Owner desires to contract with the Administrator for skills and knowledge necessary for the completion of the proposal/application and the performance of the environmental review, labor standards and other related administration duties.

NOW, THEREFORE, the Owner and Administrator for the considerations set forth, agree as follows:

Section 1 - Relationship of Parties

The parties intend that an independent contractor - employer relationship will be created by this contract. The Owner is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Administrator. The Administrator is not to be considered an agent or employee of the Owner for any purpose, and the employees of the Administrator are not entitled to any of the benefits that the Owner provides for the Owner's employees.

Section 2 - Basic Services of the Administrator**A. Labor Standards**

- X Obtain Construction Permitting from Engineer.
- X Provide Engineer with applicable State and federal language for insertion in Plans and Specifications.
- X Request Wage Determination from US Labor Department (Davis Bacon Wage Rates).
- X Assist with the solicitation of MBE/WBE firms and suppliers.
- X Assist with the preparation of the legal notice for bid advertisement.
- X Assist with Pre-Bid Meeting.
- X Verify all Prime/Sub-Contractors through State.
- X Assist at Bid Opening (Bid Tabulations, Minutes, etc.)
- X Assist with the Pre-Construction Conference.
- X Obtain all necessary State and federal forms from successful bidder.
- X Monitor weekly contractor pay roll reports.
- X Conduct employee interviews.
- X Complete all other necessary labor standards documentation for IDOC purposes.

B. General Grant Administration

- X Go with Town members to grant award ceremony/contract signing meeting.
- X Meet with Clerk-Treasurer to establish the grant file.
- X Set up Financial Managing System (Work with Clerk-Treasurer each month throughout project to ensure accurate project accounting records.)
- X Complete Civil Rights File (Fair Housing, Drug Free, Section 3 Reporting, MBE/WBE Reporting, etc.)
- X Obtain all Construction Permits from Engineer.
- X Complete Land/Easement Acquisition File.
- X Schedule Release of Funds Meeting and provide IDOC with necessary information to obtain Release of Funds. Also prepare all Combined Notices for publication in local newspaper.
- X Help Community establish Local Financing once Project is Bid.
- X Attend Various Monthly Council Meeting to give update on Grant/Project status.
- X Prepare Monthly Invoice Summaries for Council usage on Grant/Project spending.
- X Prepare all Bi-Annual Reports for Community.
- X Prepare and negotiate any Grant Modifications.
- X Prepare all Close Out documentation.
- X Attend Grant Monitoring meeting.
- X Resolve any grant findings/questions (If necessary).

Section 3 - Owner=s Responsibilities

The Owner shall provide full information and provide access to Owner=s financial documents and other applicable records needed to carry out the project.

Section 4 - Compensation to Administrator

The Owner shall compensate the Administrator in accordance with the terms and conditions of this contract .

- X Labor Standards will be a lump sum payment of Five Thousand Dollars (\$5,000.00) which is due and payable throughout the 18 month grant process.
- X General Grant Administration will be a lump sum payment of Twenty Five Thousand Dollars (\$25,000.00) which is due and payable throughout the 18 month grant process.

The Owner will be invoiced monthly for the work completed and progressive payments will be due to the Administrator within thirty (30) days of approved claim. All State and federal tax withholdings will be the responsibility of the Administrator.

Section 5 - General

1. Liability - The work to be performed under this contract will be performed entirely at the Administrator=s risk.
2. Waiver or Modification Ineffective Unless in Writing - No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of the Administrator.
3. No Assignment Without Consent - The Administrator shall not assign this contract nor any of the rights and duties hereunder without the prior written consent of the Owner.
4. Ownership of Documents - A complete set of all documentation developed by the Administrator pursuant to the

services performed hereunder shall be made available to the Owner on completion or termination of each project description order, and shall become the sole property of the Owner. However, any documents, reports, or other information furnished to the Owner by the Administrator shall not be used by the Owner at any time for advancing any project administration, unless the Administrator has been paid at the rate established in this agreement.

5. Termination - Termination may be effected by either giving the other party Notice of Termination by registered United States Mail thirty (30) days prior to termination. Termination may be made effective immediately by agreement of both parties prior to termination; the Administrator shall be paid by the Owner for all performance of work that has been done up to termination of the contract.
6. Execution - This contract shall be in full force and effect when dated and properly signed until terminated. The Owner and the Administrator each bind themselves, their successors, executors, administrators, and assigns to the other party of this Agreement.

Section 6 - Special Provisions

The Owner and the Administrator mutually agree that this Agreement shall be subject to the following Special Contract Provisions which together with the provisions hereof and the attachments hereto represent the entire Agreement between the Owner and Administrator.

X EXHIBIT A entitled Professional Service Third Party Provisions - ATTACHED

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies on the respective dates indicated below.

OWNER

DATE

ADMINISTRATOR

DATE